

RECORDED SEPTEMBER 30, 1965 BK 152 PG 30 NO 510238 B. B. HUME, COUNTY CLERK

WARRANTY DEED

THIS INDENTURE, made the 15th day of August, 1965,
by and between the BIG HORN COAL COMPANY, a corporation organized
and existing under and by virtue of the laws of the State of Wyoming, and having its
principal place of business in the County of Sheridan, the GRANTOR, and FLYING V
CATTLE CO., a corporation, of the County of Sheridan, State of
Wyoming, the GRANTEE, WITNESSETH:

That the grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other
valuable consideration Dollars (\$) in hand paid, the receipt whereof is hereby acknowl-
edged, does, by these presents, grant, bargain, sell, CONVEY AND WARRANT unto the said grantee, all
that certain tract, lot, piece, and parcel of land situated in the County of Sheridan,
State of Wyoming, and described as follows, to-wit:



IN WITNESS WHEREOF, the Grantor has caused its corporate seal to be hereunto affixed, and these
presents to be signed by its duly authorized officer, the day and year first above written.

(SEAL)

Attest:

BIG HORN COAL COMPANY,

By

Secretary.

NEBRASKA
THE STATE OF WYOMING,
County of Sheridan DOUGLAS

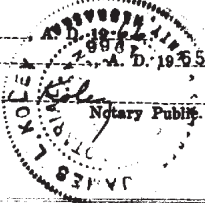
On this 15th day of August, 1965, before me personally appeared

PETER KIEWIT
to me personally known, who, being by me duly sworn, did say that he is the PRESIDENT of
the BIG HORN COAL COMPANY, a corporation

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and
sealed on behalf of said corporation by authority of its Board of Directors and said PETER KIEWIT
acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires on the 1st day of September

Given under my hand and notarial seal this 15th day of August



Surface and water rights in the following:

Township 57 North, Range 84 West, 6th Principal Meridian

- Exhibit A-1
- Sec. 3 SW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$
Sec. 7 E $\frac{1}{2}$ SE $\frac{1}{4}$
Sec. 8 S $\frac{1}{2}$
Sec. 9 NE $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$
Sec. 10 NE $\frac{1}{4}$, SW $\frac{1}{4}$, Undivided one-half interest in NW $\frac{1}{4}$
Sec. 15 NE $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$ south of Tongue River, the SW $\frac{1}{4}$ excepting therefrom (i) the Acme townsite sold to Gothard Bylund in certain Agreement for Warranty Deed and Bill of Sale dated July 15, 1953, and (ii) certain tracts of land deeded to Montana-Dakota Utilities Company, described as follows: Beginning at a point 50 feet north 26° 54' 30" west of a point which is 1984.5 feet north 31° 23' east from the southwest corner; thence south 69° 6' west 100.51 feet; thence north 26° 54' 30" west 420.82 feet; thence north 24° 54' east 127.24 feet; thence south 86° 14' west 509.5 feet; thence south 26° 55' east 363.2 feet; thence south 69° 6' west 477.6 feet to the point of beginning.
Sec. 14 That part of SW $\frac{1}{4}$ SW $\frac{1}{4}$ south of Tongue River
Sec. 17 All
Sec. 18 E $\frac{1}{2}$
Sec. 19 NE $\frac{1}{4}$ NE $\frac{1}{4}$, All of SE $\frac{1}{4}$ NE $\frac{1}{4}$ except the SW $\frac{1}{4}$ thereof sold to William Long, also all that portion of NW $\frac{1}{4}$ NE $\frac{1}{4}$ lying east of Tongue River
Sec. 20 NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, All NE $\frac{1}{4}$ north of C.B. & Q. Railroad Company right-of-way
Sec. 21 All except tracts and lots of Model Townsite owned by parties of record, and except that portion of SW $\frac{1}{4}$ NW $\frac{1}{4}$ lying between the North line of the C.B. & Q. Railroad right-of-way and the North line of said SW $\frac{1}{4}$ NW $\frac{1}{4}$, consisting of 4 acres, more or less, as conveyed to Bruno Romeo.
Sec. 22 All
Sec. 27 N $\frac{1}{2}$ S $\frac{1}{2}$, and the N $\frac{1}{2}$, except a tract of land described as follows: Beginning 535.5 feet north 59° 30' east from the West Quarter corner of said Sec. 27; thence north 16° 12' east 200 feet; thence south 73° 48' east 200 feet; thence south 16° 12' west 200 feet; thence north 73° 48' west 200 feet to the point of beginning.
Sec. 28 NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$

Township 57 North, Range 85 West, 6th Principal Meridian

A certain tract of land in Sections 14 and 23 as described in Warranty Deed dated January 26, 1916, from George Masters to Peter Kooi, recorded in Book 2 of Deeds, Page 214, County Clerk's Office.

Exhibit A-2

SW $\frac{1}{4}$ SE $\frac{1}{4}$ and SE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 28, Township 57 North, Range 84 West of Sixth Principal Meridian, together with all improvements situate thereon and appurtenances thereunto belonging.

The East Half of the East Half (E $\frac{1}{2}$ E $\frac{1}{2}$); the West Half of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$), and the East Half of the Northwest Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$) of Section Thirty-five (35), Township Fifty-eight (58) North, Range Eighty-five (85) West of the Sixth Principal Meridian; Lots One (1) and Two (2), and the South Half of the Northeast Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$) of Section Two (2), Township Fifty-seven (57) North, Range Eighty-five (85) West of the Sixth Principal Meridian, Sheridan County, Wyoming, together with all improvements situate thereon.

But subject to the following exclusions listed on Exhibits A-3, A-4, A-5, A-6, A-7, A-8.

a.e.b.

SURFACE TO BE RETAINED BY BIG HORN COAL COMPANY

32
1. Tract in Section 15, T. 57 N., R. 84 W.

A tract of land in Sheridan County, Wyoming, lying in the South half of the Southeast Quarter (S½SE¼) of Section fifteen (15), Township Fifty-seven North (T.57N.), Range Eighty-four West (R.84W.) of the Sixth (6) Principal Meridian, and more particularly described as follows:

Beginning at a point on the South line of said Section fifteen (15) which lies one thousand three hundred and two and 71/100 (1,302.71) feet East of the Southwest corner of said Section fifteen (15); thence Eastward along said South line two thousand four hundred and eighteen and 40/100 (2,418.40) feet to a point on said South line; thence North eighty-four degrees seven minutes twenty-one seconds West (N84° 07' 21"W) a distance of two thousand one hundred and fifty-seven and 36/100 (2,157.36) feet to a steel pin; thence South seventy degrees ten minutes thirty-six seconds West (S70° 10' 36"W) a distance of two hundred and ninety-one and 5/100 (291.05) feet to a steel pin; thence South zero degrees thirty-nine minutes fifty-six seconds East (S0° 39' 56"E) a distance of one hundred twenty-two and 73/100 (122.73) feet to the point of beginning, containing seven and 53/100 (7.53) acres, more or less.

2. Tract in Section 21, T. 57 N., R. 84 W.

A tract of land lying in Sheridan County, Wyoming, lying in the North half (N½) of Section Twenty-One (21), Township Fifty-Seven North (T.57N), Range Eighty-Four West (R.84W) of the Sixth (6) Principal Meridian, and more particularly described as follows:

Beginning at a steel pin on the East line of said Section Twenty-One (21) which lies five hundred seventy-two and 4/100 (572.04) feet South of the Northeast corner of said Section Twenty-one (21); thence North eighty degrees three minutes fifty-four seconds West (N80° 03' 54"W) along the northerly edge of old U.S. Highway Eighty-Seven (U.S. 87) a distance of two thousand four hundred seven and 74/100 (2,407.74) feet to a steel pin; thence South thirty-eight degrees fifty-seven minutes nine seconds West (S38° 57' 09"W) across said highway and along a barbed wire fence to a distance of seven hundred seventy and 75/100 (770.75) feet to a fence corner; thence South sixteen degrees thirty-one minutes thirty-six seconds West (S16° 31' 36"W) along a barbed wire fence a distance of one hundred sixty-eight and 67/100 (168.67) feet to a fence corner; thence South eighty-nine degrees fifty-three minutes nineteen seconds West (S89° 53' 19"W) along a barbed wire fence a distance of one thousand six hundred twenty-three and 59/100 (1,623.59) feet to a fence corner; thence South zero degrees two minutes twenty-five seconds West (S0° 02' 25"W) along a barbed wire fence a distance of three hundred eight and 9/100 (308.09) feet to a fence corner; thence North eighty-eight degrees forty-four minutes fifty-two seconds East (N88° 44' 52"E) along a barbed wire fence a distance of one thousand six hundred seventy-five and 27/100 (1,675.27) feet to the end of the fence; thence South eleven degrees ten minutes ten seconds West (S11° 10' 10"W) a distance of seventy seven and 54/100 (77.54) feet to a wooden stake which marks a point on The Chicago, Burlington and Quincy Railroad Company right-of-way fence; thence North eighty-three degrees eight minutes twenty-three seconds East (N83° 08' 23"E) along said right-of-way fence a distance of four hundred four and 69/100 (404.69) feet to a fence corner; thence South twenty degrees eight minutes twenty-five seconds East (S20° 08' 25"E) along the C.B. & Q. right-of-way fence and across the C. B. & Q. right-of-way a distance of one hundred fifty-four and 39/100 (154.39) feet to a fence corner; thence North eighty-three degrees seven minutes thirty-six seconds East (N83° 07' 36"E) along the C.B. & Q. right-of-way fence a distance of seven hundred thirty seven and 34/100 (737.34) feet to a point on said right of way fence; thence North eighty-two degrees forty two minutes fifty-two seconds East (N82° 42' 52"E) along the C.B. & Q. right-of-way fence a distance of five hundred twenty-one and 55/100 (521.55) feet to a point on said right of way fence; thence North eighty-three degrees fifty six minutes nine seconds east (N83° 56' 09"E) along the C.B. & Q. right-of-way fence a distance of three hundred seventy-three and 33/100 (373.33) feet to a point on said right-of-way fence; thence North eighty-three degrees fourteen minutes eighteen seconds East (N83° 14' 18"E) along the C.B. & Q. right-of-way fence a

distance of seven hundred ninety seven and 87/100 (797.87) feet to a steel pin on the East line of said Section Twenty-One (21); thence North along said East line a distance of five hundred five and 24/100 (505.24) feet to the point of beginning; excluding the right-of-way for old U.S. highway 87 and the right-of-way for the Chicago, Burlington and Quincy Railroad Company; containing fifty-five and 44/100 (55.44) acres, more or less. 29

3. Tract in Section 22, T. 57 N., R. 84 W.

A tract of land in Sheridan County, Wyoming, lying in Section Twenty-two (22), Township Fifty-Seven (57) North, Range Eighty-four (84) West of the Sixth (6) Principal Meridian, and more particularly described as follows:

Exhibit
A-5

Beginning at a steel pin on the West line of said Section twenty-two (22) which lies five hundred seventy-two and 4/100 (572.04) feet South of the Northwest corner of said Section Twenty-two (22); thence southward along said West line one thousand five hundred thirty-four and 62/100 (1,534.62) feet to a steel pin; thence South Thirty-six degrees one minute thirty seconds East (S36° 01' 30"E) for a distance of two hundred forty-nine and 24/100 (249.24) feet to a fence corner; thence South seventy degrees six minutes fifty seconds East (S70° 06' 50"E) along a barbed wire fence for a distance of six hundred nineteen and 30/100 (619.30) feet to a point on said fence; thence South sixty-nine degrees fifty-nine minutes two seconds East (S69° 59' 02"E) along a barbed wire fence for a distance of two hundred eighty-three and 76/100 (283.76) feet to a Ponderosa Pine tree; thence South eighty-six degrees twenty minutes forty-six seconds East (S86° 20' 46"E) along a barbed wire fence for a distance of one hundred fifty-eight and 96/100 (158.96) feet to a point on said fence; thence South eighty-six degrees nine minutes nine seconds East (S86° 09' 09"E) along a barbed wire fence for a distance of four hundred eighty-four and 80/100 (484.80) feet to a point on said fence; thence South seventy-seven degrees fifty-three minutes twenty seven seconds east (S77° 53' 27"E) along a barbed wire fence for a distance of four hundred eight and 49/100 (408.49) feet to a steel pin; thence South thirty-eight degrees fifty-five minutes twenty seconds East (S38° 55' 20"E) across Goose Creek and the Chicago Burlington and Quincy Railroad Company right-of-way for a distance of six hundred nine and 95/100 (609.95) feet to a fence corner on the East side of said C. B. & Q. right-of-way near the Southeast corner of C.B. & Q. bridge 705.47; thence South twenty-nine degrees twenty-one minutes forty-four seconds West (S29° 21' 44"W) along the C.B. & Q. right-of-way fence for a distance of five hundred nine and 35/100 (509.35) feet to a point on said fence; thence South twenty degrees fifty-one minutes zero seconds West (S20° 51' 00"W) along the C.B. & Q. right-of-way fence for a distance of two hundred fourteen and 40/100 (214.40) feet to a point on said fence; thence South thirteen degrees seventeen minutes fifty-eight seconds West (S13° 17' 58"W) along the C.B. & Q. right-of-way fence for a distance of one hundred fifty-six and 50/100 (156.50) feet to a point on said fence; thence South seven degrees eight minutes fourteen seconds West (S07° 08' 14"W) along the C.B. & Q. right-of-way fence for a distance of four hundred forty-five and 47/100 (445.47) feet to a point on said fence; thence South twenty three degrees eight minutes forty-one seconds East (S23° 08' 41"E) for a distance of three hundred and 1/100 (300.01) feet to a point fifty (50) feet West of the centerline of old U.S. Highway Eighty-seven (U.S. 87); thence North five degrees forty-five minutes forty-eight seconds West (N05° 45' 48"W) for a distance of two hundred sixty-one and 51/100 (261.51) feet to a point on the West side of the Decker Road relocation right-of-way; thence North two degrees zero minutes four seconds East (N2° 00' 04"E) for a distance of three hundred twenty-eight and 45/100 (328.45) to a point on the West side of the Decker Road relocation right-of-way; thence North twenty-five degrees thirty-two minutes twenty-seven seconds East (N25° 32' 27"E) for a distance of two hundred sixty-seven and 66/100 (267.66) feet to a point on the West side of the Decker Road relocation right of way;

Exhibit
A-5 & 6
Cont'd.

thence North fifty-one degrees twenty minutes zero seconds East (N51° 20' 00"E) across the entrance road to Big Horn Coal Company for a distance of two hundred seventy-nine and 88/100 (279.88) feet to a corner of the Decker Road relocation right of way fence; thence North eighty degrees twenty minutes thirty-eight seconds East (N80° 20' 38"E) along the Decker Road relocation right-of-way fence for a distance of two hundred sixty and 71/100 (260.71) feet to a point on said fence; thence South sixty-nine degrees fifty-one minutes forty-one seconds East (S69° 51' 41"E) along the Decker Road relocation right-of-way fence for a distance of four hundred fourteen and 58/100 (414.58) feet to a Wyoming State Highway Department right-of-way marker; thence South fifty-eight degrees fifteen minutes fifty-five seconds East (S58° 15' 55"E) along the Decker Road relocation right-of-way fence for a distance of six hundred twenty-six and 77/100 (626.77) feet to a Wyoming State Highway Department right-of-way marker; thence South eighty-eight degrees fifty-seven minutes eighteen seconds East (S88° 57' 18"E) along the Decker Road relocation right-of-way fence for a distance of seven hundred sixteen and 11/100 (716.11) feet to a Wyoming State Highway Department right-of-way marker; thence North forty-six degrees thirty-nine minutes forty seconds East (N46° 39' 40"E) along the Decker Road relocation right-of-way fence for a distance of one hundred seventy-two and 88/100 (172.88) feet to a Wyoming State Highway Department right-of-way marker; thence North forty-five degrees fifty-seven minutes twenty seconds West (N45° 67' 20"W) along the Decker Road relocation right-of-way fence for a distance of twenty-five and 6/100 (25.06) feet to a Wyoming State Highway Department right of way marker; thence North forty-three degrees fifty two minutes forty seven seconds East (N43° 52' 47"E) along the Decker Road relocation right-of-way fence for a distance of eight hundred twenty-three and 16/100 (823.16) feet to a point on said fence; thence North forty-three degrees fifty-five minutes fifty-five seconds East (N43° 55' 55"E) along the Decker Road relocation right-of-way fence for a distance of three hundred six and 87/100 (306.87) feet to a point on said fence; thence North forty-three degrees forty-four minutes twenty seconds East (N43° 44' 20"E) along the Decker Road relocation right-of-way fence for a distance of two hundred fifty-six and 69/100 (256.69) feet to a point on said fence where the East line of Section Twenty-Two (22) intersects said fence; thence North twenty-five degrees twelve minutes thirty-two seconds West (N25° 12' 32"W) along the East line of Section Twenty-Two (22) and continuing past the East Quarter corner of said Section Twenty-two (22) for a distance of three thousand three hundred twenty-six and 26/100 (3,326.26) feet to a steel pin; thence North eighty-two degrees thirty-three minutes fourteen seconds West (N82° 33' 14"W) for a distance of one hundred forty-five and 84/100 (145.84) feet to a steel pin; thence North eighty-seven degrees zero minutes fifty-four seconds West for a distance of one hundred twenty-one and 75/100 (121.75) feet to a point on the North line of Section Twenty-Two (22); thence Westward along the North line of Section Twenty-Two (22) for a distance of two thousand four hundred eighteen and 40/100 (2,418.40) feet to a point on said North line of said Section Twenty-Two (22); thence South zero degrees thirty-nine minutes forty-four seconds East (S0° 39' 44"E) for a distance of two hundred sixty-nine and 2/100 (269.02) feet to a fence corner; thence South sixty-five degrees twenty-nine minutes eleven seconds West (S65° 29' 11"W) along a barbed wire fence for a distance of one hundred ninety-five and 25/100 (195.25) feet to a fence corner; thence North seventy-six degrees fifty-eight minutes twenty-seven seconds West (N76° 58' 27"W) along a barbed wire fence for a distance of one hundred six and 4/100 (106.04) feet to a fence corner; thence South eighty-seven degrees two minutes twenty-three seconds West (S87° 02' 23"W) along a barbed wire fence for a distance of two hundred eighty-seven and 16/100 (287.16) feet to a fence corner; thence South sixty-five degrees forty-six minutes twenty-three seconds West (S65° 46' 23"W) for a distance of five hundred seventy-two and 97/100 (572.97) feet to a fence corner; thence South seventy-seven degrees two minutes twenty-one seconds West (S77° 02' 21"W) along a barbed wire fence for a distance of one hundred fifty-four and 44/100 (154.44) feet to a fence corner; thence North fifty-nine degrees seventeen minutes thirty-eight seconds West (N59° 17' 38"W) for a distance of seventy-five and 67/100 (75.67) feet to the point of beginning; excluding the right-of-way for The Chicago, Burlington and Quincy Railroad Company; containing three hundred forty-two and 75/100 (342.75) acres, more or less.

Exhibit A-7

The lands being conveyed herein include all improvements located thereon, water rights, ditches, hereditaments, appurtenances, and rights of way appertaining or belonging thereto but are subject to contracts for exchange of use of lands and leases, whether of record or not, highway rights of way and highway deeds and other rights of way of record and the right of grantor, its successors and assigns, to come onto said lands to prospect, mine, drill and remove all coal and any other mineral of every type and description, regardless of value, provided the owner of the surface is reasonably compensated for the damages thereto by the party causing said damages.

This conveyance deed conveys no minerals whatsoever.

Exhibit A-8

"It is a further express condition of the conveyance herein that for so long as Grantor is engaged in the mining business in Sheridan County, Wyoming, Grantee, its successors or assigns, shall not sell any of said lands herein conveyed, or any portion thereof, to a person, persons or corporation if said person, persons or corporation intends to use or uses said lands for mining or drilling purposes; provided further that the foregoing covenant shall not create a determinable fee or a fee subject to a condition subsequent, but Grantee's remedy for breach thereof shall be to enforce said covenant by injunction in a Court of competent jurisdiction; and further provided that the aforesaid covenant shall constitute a covenant running with the land and shall be binding upon and inure to the benefit of Grantor and Grantee, their successors and assigns."